

AMENDED DECLARATION AND NOTICE OF POOLED UNIT

ARTHUR WARYCK SOUTH UNIT

This Amended Declaration and Notice of Pooled Unit dated February 28, 2011, is executed to be effective as of January 14, 2010, by the undersigned parties, who collectively own the leasehold estates created under those certain oil and gas leases and any renewals, extensions, ratifications and amendments thereof which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Leases"), or who collectively own an interest in the oil and gas estate in the lands described in the Leases, and who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the Leases and oil and gas estates herein described. This Amended Declaration shall amend and replace that certain Declaration and Notice of Pooled Unit – Arthur Waryck Unit recorded January 19, 2010 in the Recorder's Office of Marshall County, West Virginia, Book 693, Page 124 and the Recorder's Office of Wetzel County, West Virginia, Book 106A, Page 661. Specifically, this Amended Declaration is intended to revise the unit boundaries or to correct scrivener's errors and to substitute one or both exhibits thereto.

RECITALS

WHEREAS, each of the Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land and leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and oil and gas estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned to efficiently and effectively develop the oil and gas rights within such unit.

WHEREAS, Chesapeake Appalachia, L.L.C. is the Operator of the gas well(s) in the pooled unit and executes this document on behalf of itself and as agent for all interest owners in the leases to the extent that they do not separately join in the execution hereof.

NOW, THEREFORE, in order to establish and provide proper notice for the creation of the hereinafter described unit, the undersigned hereby declare as follows:

1. **Declaration of Unit:** In accordance with the provisions of the Leases, the undersigned do hereby declare, pool, unitize and combine the Leases, including all renewals, extensions, ratifications and amendments thereof, and the lands covered thereby and the oil and gas estates therein, to the extent necessary to form and create a pooled unit as described below. Production from the unit shall be allocated among all of the Leases and tracts within the unit in the proportion that the number of surface acres of each lease and tract included within the unit bears to the total number of surface acres in the unit, as described in Exhibit "A".

2. **Unit Name:** The pooled unit created hereby shall be known as the "**Arthur Waryck South Unit**" ("the Unit").

3. Description of Unit: The Unit shall consist of **403.152733 acres**, more or less, being all or a portion of the Leases listed on Exhibit "A" INsofar AND ONLY INsofar as the Leases fall within the boundary more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes. This Amended Declaration and Notice of Pooled Unit covers all production from the lands described on Exhibit "A" and Exhibit "B" which is produced from any well drilled within the Unit. To the extent of any inconsistency between the information contained on Exhibit "A" and that depicted on Exhibit "B", Exhibit "A" shall supersede and control.

4. Effect of Pooled Unit. The effect of this Amended Declaration and Notice of Pooled Unit shall be that operations and/or production (or the equivalent as in the case of shut-in payments) anywhere within the Unit shall be deemed to be operations and/or production on each separate tract sufficient to extend and maintain each included lease in the Unit.

5. Right to Amend. The undersigned hereby expressly reserve the right, from time to time, to amend this Amended Declaration and Notice of Pooled Unit, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the Unit, including without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit; (ii) to include in the Unit additional lands and oil and gas leases, or interests in the lands described therein, covering interests in the Unit, which are secured or obtained subsequent to the date hereof, or prior to the date hereof and not included and described herein; (iii) to include in the Unit full or undivided interests in the Unit which are not otherwise included herein by the respective owner of such full or undivided interests; and (iv) to change the allocation of oil and gas production attributable to the various lands, leases and owners thereof to conform with (i) – (iii) above.

6. Dissolution of Unit: The Unit formed hereby may be dissolved by Chesapeake Appalachia, L.L.C., acting as the Operator of the Unit, with the consent of the undersigned, at any time by filing an appropriate instrument of record in Marshall County and Wetzel County, West Virginia, after any failure to establish unit production or after cessation of operations upon the Unit.

7. Binding upon Assigns and Successors: This instrument shall bind, inure to the benefit of, and be exercised by heirs, assigns, and successors in interest of all parties.

8. Counterparts. This document may be executed in one or more counterparts, each of which will be deemed to be an original for all purposes and all of which, when taken together, will be deemed to constitute one and the same document as if all signatures were included therein. The failure of one or more of the signatory parties listed below to execute this instrument or a counterpart thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument.

9. Effective Date: This Unit shall remain in force from the effective date listed hereinabove and for as long as oil and gas are being produced from the Unit, or so long as the Leases are maintained in force and effect by payment or tender of shut-in royalties, or by other means, in accordance with the terms and provisions of the Leases.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes from the effective date listed hereinabove.

Chesapeake Appalachia, L.L.C.
an Oklahoma limited liability company

Jan Pest
MARSHALL County 01:46:39 PM
Instrument No 1301704
Date Recorded 03/17/2011
Document Type O&G
Pages Recorded 5
Book-Page 726-629
Recording Fee \$5.00
Additional \$6.00

By: Henry J. Hood, Senior Vice President
Land and Legal & General Counsel *HJH*

Statoil USA Onshore Properties Inc.

By: M.K. Williams, Land Manager - Onshore Gas
M.K. Williams

CORPORATE ACKNOWLEDGMENT

STATE OF Oklahoma)
COUNTY OF Oklahoma) SS:

On this, the 28 day of February, 2011, before me Sally Glenn, the undersigned officer, personally appeared Henry J. Hood, who acknowledged himself to be the Senior Vice President - Land and Legal & General Counsel of Chesapeake Appalachia, L.L.C., an Oklahoma limited liability company, and that he as such Senior Vice President - Land and Legal & General Counsel, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Senior Vice President - Land and Legal & General Counsel.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____
Signature/Notary Public: Sally Glenn
Name/Notary Public (print): _____



CORPORATE ACKNOWLEDGMENT

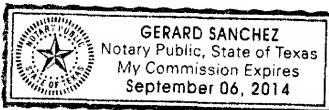
STATE OF TEXAS)
COUNTY OF HARRIS) SS:

On this, the 14TH day of MARCH, 2011, before me Gerard Sanchez, the undersigned, personally appeared Arthur R. Boehm, Jr., who acknowledged himself to be the "Acting Land Manager for M.K. Williams" for and on behalf of Statoil USA Onshore Properties Inc., with an office at 2103 City West Boulevard, Suite 800, Houston, Texas 77042, USA and that he as such Acting Land Manager for M.K. Williams and being duly authorized to do so, executed the foregoing instrument for the purpose therein contained by signing for and on behalf of the corporation by himself as Acting Land Manager for M.K. Williams.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 09-20-2014
Signature/Notary Public: Gerard Sanchez
Name/Notary Public (print): Gerard Sanchez

This document prepared by:
Chesapeake Appalachia, L.L.C.
6100 N. Western Avenue
P.O. Box 18496
Oklahoma City, OK 73118



Signature Page to that certain Amended Declaration and Notice of Pooled Unit between Chesapeake Appalachia, L.L.C. and Statoil USA Onshore Properties, Inc. covering the Arthur Waryck South Unit.

EXHIBIT "A"

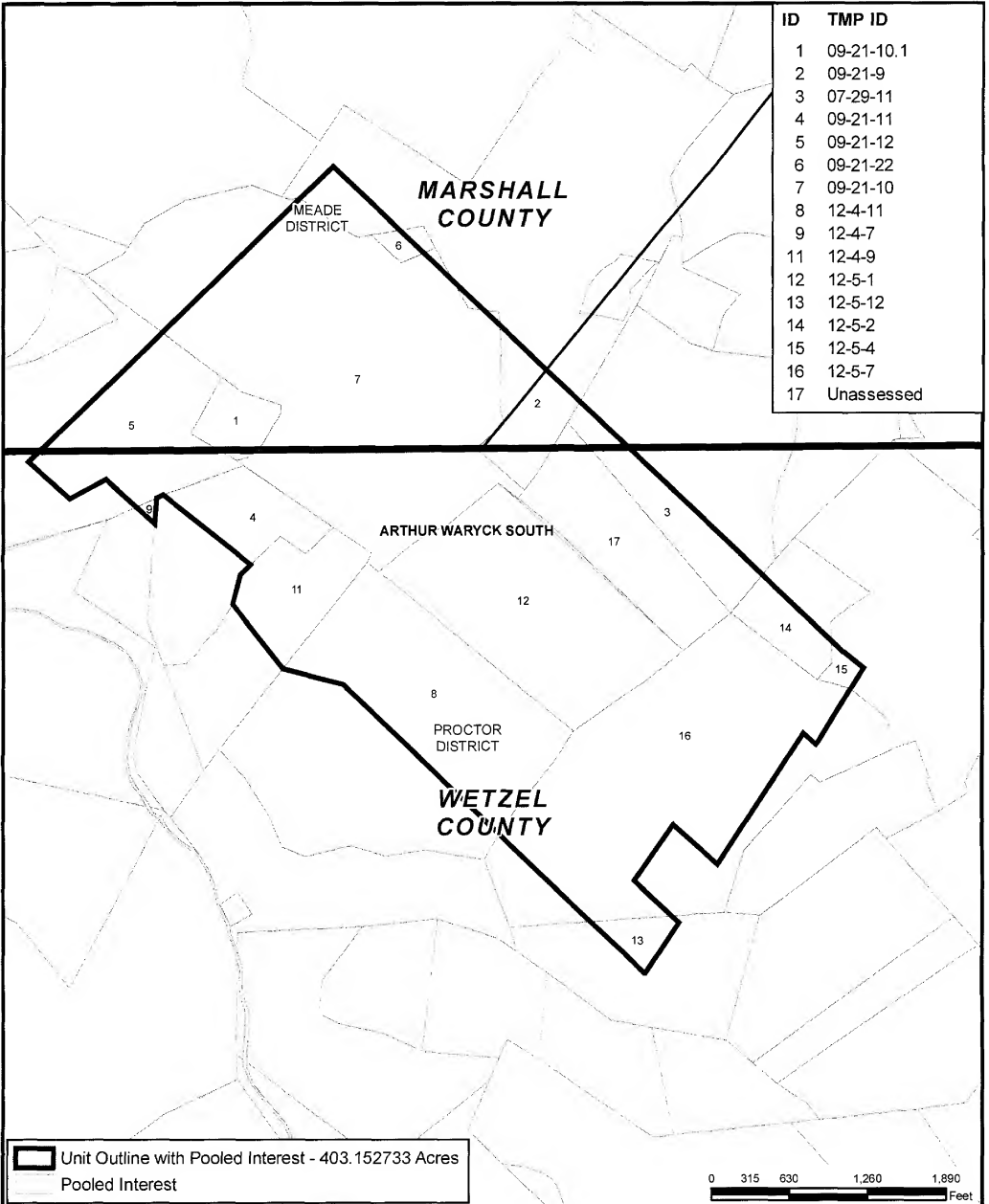
Attached to and made a part of that Amended Declaration and Notice of Pooled Unit dated February 28, 2011, but effective January 14, 2010, by and between Chesapeake Appalachia, L.L.C. and Statoil USA Onshore Properties Inc.

ARTHUR WARFCK SOUTH UNIT Marshall County and Wetzel County, West Virginia

CHESAPEAKE LEASE ID	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION	DISTRICT	TAX MAP PARCEL ID NUMBERS	TITLE ACRES	NET ACRES IN UNIT
1-226338-000	Carolyn J McClelland	Columbia Natural Resources LLC	1/22/2005	Book 84A, Page 361	Proctor	12-4-11	90.040000	46.179675
1-228629-001	Rhoda C Sivert	Chesapeake Appalachia, L.L.C.	4/21/2006	Book 86A, Page 198	Proctor	12-4-7	20.500000	0.181333
1-228629-002	Cleo M Sivert	Chesapeake Appalachia, L.L.C.	4/21/2006	Book 86A, Page 200	Proctor	12-4-7	20.390000	0.181333
1-224879-000	JD Rush, Bernard Rush And Jessie Rush	Manufacturers Light & Heat Co	4/26/1962	Book 47A, Page 113	Proctor	12-4-9	14.562500	14.562500
1-231771-001	Paul F Hammers	Chesapeake Appalachia, L.L.C.	6/24/2006	Book 86A, Page 504	Proctor	12-5-1	50.000000	5.859375
1-231771-002	Jack R Hammers	Chesapeake Appalachia, L.L.C.	6/30/2006	Book 86A, Page 502	Proctor	12-5-1	50.000000	5.859375
1-231771-003	Twila Ora Whipkey	Chesapeake Appalachia, L.L.C.	6/22/2006	Book 86A, Page 500	Proctor	12-5-1	50.000000	11.718750
1-231771-004	Tom Jo Mason	Chesapeake Appalachia, L.L.C.	6/17/2006	Book 86A, Page 508	Proctor	12-5-1	50.000000	3.255208
1-231771-005	O E Burge	Columbia Natural Resources LLC	3/30/2005	Book 84A, Page 496	Proctor	12-5-1	50.000000	16.927083
1-231771-006	Erica M Mason	Chesapeake Appalachia, L.L.C.	4/21/2009	Book 100A, Page 690	Proctor	12-5-12	50.000000	3.255208
1-248976-000	R E L Simmons	Carnegie Natural Gas Company	3/30/1932	Book 228, Page 394	Proctor	12-5-12	31.000000	3.690758
1-226342-001	O E Burge	Columbia Natural Resources LLC	4/22/2005	Book 84A, Page 601	Proctor	12-5-2 & 12-5-7	124.968750	14.859080
1-226342-002	Earl R Lendon	Columbia Natural Resources LLC	4/22/2005	Book 86A, Page 585	Proctor	12-5-2 & 12-5-7	124.968750	2.971016
1-226342-003	Janet B Long	Chesapeake Appalachia, L.L.C.	5/10/2006	Book 86, Page 196	Proctor	12-5-2 & 12-5-7	124.968750	2.971016
1-226342-004	Myrl E Warner	Columbia Natural Resources LLC	4/22/2005	Book 84, Page 701	Proctor	12-5-2 & 12-5-7	124.968750	2.971016
1-226342-005	Arthur J Powell	Chesapeake Appalachia, L.L.C.	5/6/2006	Book 87, Page 391	Proctor	12-5-2 & 12-5-7	124.968750	2.971016
1-226342-006	Homer L Simmons	Columbia Natural Resources LLC	4/22/2005	Book 84, Page 703	Proctor	12-5-2 & 12-5-7	124.968750	7.427640
1-226342-007	Helen M Reninger	Chesapeake Appalachia, L.L.C.	4/22/2005	Book 86A, Page 687	Proctor	12-5-2 & 12-5-7	124.968750	2.971016
1-226342-008	Anita Diane Anitil and Lucinda R Allen	Chesapeake Appalachia, L.L.C.	5/26/2006	Book 86, Page 510	Proctor	12-5-2 & 12-5-7	124.968750	7.427540
1-240898-000	George N Yoho	Manufacturers Light And Heat Co	1/31/1962	Book 353, Page 103	Proctor	12-5-4	47.875000	1.032502
1-243378-000	Charles W Cain	Manufacturers Light & Heat Co	2/13/1962	Book 36A, Page 482	Proctor	Unassessed	20.160000	20.160000
1-243378-000	Charles W Cain	Manufacturers Light & Heat Co	3/22/1962	Book 35A, Page 248	Meade	9-21-22, 9-21-10, 9-21-10.1	133.300000	111.973146
1-243378-000	Rhoda McDowell	Manufacturers Light & Heat Co	1/22/1962	Book 35A, Page 40	Meade	9-21-9	129.000000	18.568896
1-228150-000	Hayhurst Company	Chesapeake Appalachia, L.L.C.	4/13/2006	Book 652, Page 72	Liberty	07-29-11	33.080000	7.478260
1-293401-000	Mason Dixon Farms, L.L.C.	Chesapeake Appalachia, L.L.C.	12/31/2009	Book 656, Page 219	Meade	09-21-11 & 09-21-12	83.030000	40.013850
MA 05409041001	Columbia Gas Transmission Corp. (Deed)	Chesapeake Appalachia, L.L.C.	6/5/2007	N/A	Proctor	12-5-2 & 12-5-7	124.968750	44.566241
Pending	Chesapeake Appalachia, L.L.C.	Chesapeake Appalachia, L.L.C.			Proctor	12-5-1	50.000000	3.125000
							TOTAL UNIT ACRES:	403.152733

EXHIBIT "B"

Attached to and made a part of that Amended Declaration and Notice of Pooled Unit dated February 28, 2011, but effective January 14, 2010, by and between Chesapeake Appalachia, L.L.C. and Statoil USA Onshore Properties Inc.



Unit Plat

**Arthur Waryck South Common Pad
Marshall & Wetzel Co., WV**

1 inch = 1,000 feet

Date: 2/23/2011

Projection: NAD 1983 UTM Zone 17N



X:\GIS\Land\Eastern Division\Central District\Exhibits\Arthur Waryck South\Arthur Waryck South DPU.mxd

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 28th day of February, 2011, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 17th day of March, 2011, at 1:46 o'clock P.M.

TESTE: Jan Pest Clerk.